

## **Town Administrator's Report for Selectboard Meeting on September 12, 2016**

**Discussion with VLCT PACIF**—Kelly Kindestin, Manager of Property & Casualty Claims for VLCT PACIF will be present to discuss Paul Arthaud's claim against the Town.

**Contractor's Construction Bond for Senior Center Addition**—This was discussed at Selectboard meetings on March 14, 2016 and April 25, 2016, but the minutes are not clear with regard to whether the Selectboard agreed to pay for the bond, or will ask the Friends of the Senior Center to pay for the bond.

**Placement of fill on John Crabbe property**—The contractor for the Route 7 project would like to place clay and some crushed concrete on a portion of the property. They have obtained all environmental permits except an amendment to the Act 250 permit, and they are in the process of obtaining this. However, a portion of the parcel is under an Open Space Agreement with the town—this agreement indicates that no fill is to be added to the parcel, and the topography is not to be modified. Nevertheless, the addition of the fill could arguably make the parcel more usable for its intended purpose, i.e. agriculture.

In order to allow the fill, the Selectboard will need to:

- Make a finding that the proposed fill is desirable for the purpose of facilitating or improving the agricultural use of the parcel
- Approve and sign a "release" from this provision of the Open Space Agreement

Because the Open Space Agreement was required as part of a subdivision approval, and in fact the Chairperson of the Planning Commission signed the document on behalf of the town, I am contacting the Planning Commission and suggesting that they also review this project. The format of that prospective review is still being determined; it may occur subsequent to any Selectboard approval. I am also notifying adjoining property owners.

There may be deeded covenants that allow neighboring property owners to challenge the proposed fill in a civil process—but that would not involve the Town, nor prohibit the Selectboard from allowing the fill within the Open Space if it can make the above finding.

**Selectboard Updates**—I am aware of the following updates:

- **TDI New England**—Adam Lougee of Addison County Regional Planning has requested the following information:
  1. Is the municipality you represent interested in joining a coalition to investigate this issue?
  2. Are you willing to split the cost of the preliminary investigation on a pro rata basis with the other towns willing to join? We have written the RFP to limit the total cost of the preliminary investigation to \$15,000. Splitting it pro rata would divide the cost among the towns willing to participate. I have sent this request to 12 municipalities. So, as an example, if all towns participate, the cost per municipality would not exceed \$1,250. A lesser number of towns would obviously result in a higher cost per town.

3. Is there a maximum dollar amount you would limit your participation too? As an example, if you state you will spend no more than \$5,000, we would need at least three municipalities willing to participate.
  4. Who will serve as your municipality's primary contact? Please send the name address, phone number and e-mail address your municipalities authorized contact on this issue.
- "Spiller Pays" Ordinance—Fritz has provide an ordinance used by Hinesburg, and suggested that I run this by the Town Attorney; I just wanted to make sure that the Selectboard is in agreement.
  - Letter to Joan Horsford—Mary Mead had forwarded an inquiry from Joan Horsford. I have drafted a response.
  - Bridge 14—the repairs may be completed by Monday.
  - Resignation of Lister—Betsi Oliver has submitted her resignation effective October 3<sup>rd</sup>. Title 24 Section 961 VSA requires posting a notice of the vacancy within 10 days of the creation of the vacancy.
  - Meeting with town committees—this will be held on September 19<sup>th</sup> at 6:30 pm. There needs to be some coordination of food/beverage and how the meeting will be run. I will post meeting notices for all committees in case there are quorums.

**Mark McDermott**—Mark will discuss the district consolidation process, and also the recent increase of education tax rates.

**Mount Philo State Park**—Maria Mayer of the Vermont Department of Forests, Parks and Recreation has made a request for the town to consider restricting parking on town roads in the vicinity of the park. This will be the first discussion on this topic.

**Salary Administration Policy Grievance Procedure**—Lane and Matt had drafted a proposed grievance procedure. This is included in the packet.

**Lane's Lane camps**—We have received a determination from the state that the Lane's Lane project does not need a permit amendment; this is because this segment was included in the original design and permit, though it was not constructed, and was dropped from the most recent updated permit. The next step is to determine how many camp owners/leaseholders want to hook on—I have drafted a letter for this purpose. Also, the Selectboard will need to decide whether to accept Steve Williams' proposal of \$58,086 for constructing the project, or whether this should go out to bid. Steve is the system operator, and he is on the Sole Sources and Preferred Vendors List. As has been discussed, the plan is that the lease holders will be required to reimburse all costs associated with project.

**Sullivan, Powers & Co. three-year cost agreement**—We usually try to engage an auditor in September for the municipal audit to take place at the end of the current fiscal year—or decide to go out to bid. There's an unwritten standard that towns should change auditors approximately every six years; there's a benefit in having fresh eyes (and a fresh cost comparison)—but it takes time for an auditor to get to know a town's finances, so having the same auditor for six years can be a benefit to the town.

In 2014, following a Request for Proposal process, the Selectboard approved a three-year “price arrangement” with Sullivan, Powers & Co., which ends this year. A proposal for a second three-year price agreement has been submitted, and is in the packet. The Selectboard approves an engagement letter for each fiscal year individually, but the price arrangement provides a proposed three-year pricing schedule.

I believe Sullivan, Powers & Co. has been very helpful to the Selectboard and to the Town Treasurer. If the Selectboard does not want to approve the three-year arrangement, we should go out to bid now.

**Renewal of HVAC Preventive Maintenance Agreements**—The Town has used Climate Systems, Inc. (“CSI”) for preventive maintenance of cooling and air handling equipment in the Town Hall, Library and Senior Center since 2013, when it was selected as the low bidder. Patterson Fuels does preventive maintenance of the heating systems. After several previous years of uneven service from other firms, CSI has provided solid service over the past three years, as has Patterson. It appears other firms may specialize in larger customers and/or new installations; both CSI and Patterson are in a niche serving customers the size of the Town. Both Patterson and CSI are on the Sole Sources and Preferred Vendor List. The current service contracts expire at the end of October. If the Selectboard does not want to renew the contracts, we should go out to bid now.